

SELECTMEN. REPORT, 1873

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Report of the Selectmen of the Town of Sharon.
for the year ending April 7. A.D. 1873 - presented and read at
the Annual Meeting.

Highways & Bridges -

At the Annual Meeting of the Town held April 1st A.D. 1872.

It was voted to appropriate the sum of two thousand dollars,
for the repair of highways and bridges. and "that the Selectmen be
authorized to spend the money where in their judgment it is
most needed" - and "that the selectmen appoint surveyors of
highways. the number to consist of not less than five". - You
also gave instructions by your vote to have the roads scraped
before the 10th of May following. - -

Your instructions were carried out as far as we were able under
to do so under the circumstances - Starting at once new
upon the field at short notice - owing to the lateness of the
Annual Meeting April 1st and a special meeting to fill vacancies
April 10. before the choice of Officers were completed - we found
ourselves with time close upon us for immediate action -

As far as we were able - we took a limited survey of the
condition of the highways - that we might lay out a plan of operation
and expend the money appropriated to the best advantage - That
survey showed us at once the great evils existing and until remedied
will prevent the labor that is expended from year to year being
anything but of temporary benefit - That is a lack of width -
not wide enough for a track with suitable gutters to convey the

wash from the road bed and adjoining fields - and the use of the highway limits by individuals for private purposes - making it a place of general storage for everything they wish to be rid of. such as stones gathered from clearing cultivated fields - rocks stored for future use.. refuse from manufacturing establishments - logs and wood filling the gutters or occupying the only place for making them. forcing the water on the road bed and washing it away at every rain -

We found we could not get the work done in the time required. without dividing the field of labor into smaller sections than we thought desirable - we appointed sixteen surveyors of highways. and issued our warrants with instructions. among which, were, to scrape the roads and pick the stones on or before the tenth of May - and report the expense. also the conditions of the highways - that we might be able to form an estimate of cost and where it was needed the repairs should be done -

Chap 174
acts of 1864.

Our first apportionment was to divide twelve hundred dollars. on the old basis of division i.e., property - leaving eight hundred dollars for repairs regardless of locality. We found it cost to scrape the road and pick the stones some five hundred dollars -

You are aware that for the two previous years owing to the dryness of the seasons the roads were very much worn out - and the present one has been unprecedented for its heavy rains. destroying in a few hours the labor of weeks. and in some cases causing a second or third renewal -

We have no occasion to complain of the rains - our only trouble arises in not being prepared for them. - In many

cases the fault was individual occupation of the highways -

April 18. 1872. We issued a general notice to all persons so occupying to remove on or before the first of May -

We are very happy to record that it met with a very general response

There were a few exceptional cases, and those where we had the least reason to expect a refusal - required a special notice - and one removal was made by the town at an expense of eight dollars.

What are the condition of our highways at the present time? Some sections are in very fair condition, while the major part are mere leading ways where it is almost impossible in some places to make the necessary gutters to carry off the water, and the natural and only watercourse is in the middle of the road - The consequences are inevitable - The scraper has been used to turn up the shoulders that have been crowded out during the spring and fall - filling the ruts which answers the purpose on some of the roads - while on others it is worse than useless. The pick and shovel are the only remedy. The scraper to do the most good should be run earlier in the season than heretofore - Owing to the lateness of the Annual Meeting in April the Surveyors cannot be started soon enough to their work and much labor is lost.

We have some sixty or seventy miles of roads to keep in repair, for which you have formerly raised - ranging from twelve hundred to two thousand dollars - and divide among some twenty individuals with no plan or system of road building beyond general patch work, and wherever there might have

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been a plan it was entirely overthrown by a change of Survey
or.

This method or want of method must inevitably bring heavy taxation at some future period and that not far distant - the town is suffering for suitable material with which to build and keep in repair the highways; and unless gravel pits can be purchased, the only remedy will be the Act of 1869, Chap. 237.

On the east side of the Mapapoag Pond we found a road under contract and being built for the Town by Henry L. Billings.

Mr. Billings notified the Board that there were three very bad angles on the east line of the road as surveyed and staked out, and wished to know if we would give any directions to have them improved -

The first point for improvement was at the division line of Otis Johnson land, and the Mapapoag Land Company.

The parties in interest gave their consent to have the angle straightened and gave the land. The cost of removing the earth and stumps, was twenty dollars.

The next angle was at station 50.⁵⁰ on the plan. We found a bank eight feet high and decided to cut back six feet and circle off on an easy curve sixty feet each way. The cost of removing the earth at this point was twenty five dollars.

On the 14.th of May, 1872 we received a petition to lay out for widening and straightening the road at Capens corner, to ensure the safety of the public travel. The Selectmen

proceeded at once to stake out the curve and widen - we moved back on Mr. Barnabas D. Capen's land some twenty five feet, making a curve on a radius of two hundred feet, and lengthened the Sucker-brook bridge six feet - We made an award to Mr. Capen of fifteen dollars land damage. After the town had accepted our doings and instructed us to build the road as laid out, we contracted with H. T. Billings to move the wall and rebuild it, lengthen the said bridge, and fill and grade the road to correspond with the other part then building - for which we agreed to pay him one hundred and twenty dollars -

On the first of July we received a notice from Mr. Billings that he had completed his contracts with the town and wished us to view and accept. The next day we appeared on the road after notifying the parties in interest and viewed the same - and found it not complete according to the specifications - Mr. Billings agreed to finish the same as directed immediately -

Mr. Augustus Hardy, made a complaint to us that the town had not complied with the condition on which he gave up his land to the town to widen the highway -

An arrangement was made with him to his satisfaction and the agreement was carried out and accepted by him - with one exception - and that is, the town are to move the rock that were taken from the east bank between his house and the Hume and scattered among the willows, and place them in line of bedstones between the willows and

pond from his bath-house toward the flume. When that is done, the contract with him is fulfilled.

The verbal agreement made by the ex-Board of Selectmen with Mr. Barnabas D. Capen to move and rebuild the wall on the new line of the road as surveyed by Mr. Cook and lengthen the sucker brook bridge at each end, and rail the bridge, was fulfilled by the town on the approval of the work done by the parties to the agreement.

The elevation of the Rail Road Bridge at Johnson's Crossing by the Boston and Providence R.R. Co. has been completed by the said Company in a manner worthy of their credit and a great benefit to the town - the grading is not completed, but will be as soon as spring opens.

The R.R. Company have made preparations to raise the bridge on the Foxboro Road near Sharon Heights and have graded the road to meet the elevation.

The Old County road over Moose Hill answers the purpose of a water course during the rains, and it will require a great deal of labor to make it otherwise - The amount of travel over it is not great and will not warrant a large expenditure.

The heavy rains damaged the roads in front of Calvin Turner's to such an extent, that it was considered economy to pave the gutter, and it was accordingly done at an expense of forty six dollars and sixty seven cents.

There are several sections that require paving on the points

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of Economy. one especially where the road by Dea S. Petter enters the road to the Depot. and a substantial culvert should be built at the connection of the two roads for public safety.

The "Hixson Lane" road so called is a subject for your consideration - and needs special attention - considerable money has been expended upon it the past season and more needs to be done.

Pond Street and the road from Samuel Monks to the Saw Mill of Leonard also need a more thorough system of drainage to put and keep them in servicable condition. and in fact it is the great fault of our roads generally. - want of ^{proper} drainage. Our attention has also been called to the same wants on Pleasant Street and should receive the careful consideration of the town to secure the health and comfort of its inhabitants -

— Guide boards —

We find them very much out of repair. some of them have been wilfully destroyed. the posts pulled up and board carried off. we have had some boards made and a few lettered to replace some destroyed. and have purchased a lot of posts ready to set as soon as the ground opens - one needs to be erected where the road branches from the main road at the Gammett-hill to the Village Sharon 1 mile One at the head of the Capen lane road N. Easton 6 miles - Sharon 2 miles East Foxboro 3½ miles One at the fork of the road opposite Enow Morse's East

Foxboro 3 Miles Easton Furnaces 6 Miles. One where the road branches from the Foxboro road to Walpole 4 Miles. Also one at the corner opposite Wolomolopsoag Pond "East Foxboro 3 Miles and one where the road branches off and leads by Mr. Ruben Claps "South Walpole"

Town Pound.

The old pound on the Foxboro road is nearly destroyed and untenable. It has been under our consideration and it was decided to rebuild as early as possible and make it as substantial as chestnut timber can make it.

Hay-Scales

New Hay Scales have been purchased and await only the stock for the frame to have them set up.

The following persons have been drawn to serve as Jurors the current year - viz

Joseph Morton	Ira Johnson	Harren Johnson
Lewis W. Morse,	Ezra Morse	William Richards
Fred. H. Baker	George S. Cook	Asahel S. Drake,

In regard to the persons who enlisted in the 9th Battery Maj' Edward Vones Commanding December 1863. and were mustered into the United States service January 2. 1864. and were counted on Sharon's quota of Soldiers and who received no bounty from the town - and again ask

you to allow them the same under your vote granting those who enlisted to fill the quota of the town the sum of one hundred and twenty-five dollars each a Town Bounty - We would recommend that the town allow their request and pay the five men mentioned in the Town Warrant.

William P. Mann }
Esron Morse } Selectmen of Sharon.
Charles L. Howard }

Expenses in Breaking Roads and Shoveling Snow. Winter of 1872 & 73.

Section 1	Samuel G. Fuller	42.20
2	Simon Gould	23.60
3	Benjamin L. Hewins	10.20
4	E. D. Pond.	22.20
5	John M. Bullard.	11.00
6	Mace Atkinson	29.35
7	Darius W. Foss.	34.80
8, 9 & 10	James Carpenter	110.50
11	Bradford Holmes	33.65
12	Esron Morse.	74.00
13 & 14	Abijah Fildale	20.00
15.	Warren M. Holmes	29.75
16	Charles L. Howard.	24.50
17 & 18	John Bere.	60.80
20	Harvey Morse	27.10
21	Harvey J. Billings	18.50
		572.15

Highways and Bridges —

Appropriations and Expenditures

Section One.

Appropriation	68.00	68.20
Extra for Post Road	15.00	15.00
" " Turn Pike.	<u>10.00</u>	<u>11.60</u>
	93.00	94.80

Section Two

Appropriation	50.40	
Extra to repair damage.	<u>62.80</u>	113.20

Section Three

Appropriation	64.20	
Extra to repair damage.	40.83	105.03

Section Four.

Appropriation	95.30	99.40
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Section Five

Appropriation	34.00	19.15
	<u>440.53</u>	<u>431.58</u>

Section Six.

431.58

Appropriation 150.00

Extra " 148.80

" " to repair west of dam 18.50

\$ 317.30

Section Seven.

Appropriation 48.00

Extra " 25.00

73.15

Sections 8, 9, & 10.

Appropriations 518.70

Extra Paving 47.47

" for repairs 187.02

753.19

Section Eleven.

Appropriation 87.00

87.50

Section Twelve.

Appropriation 121.00

121.00

Sections 13 & 14

Appropriations 52.80

52.80
1836.52

Section Fifteen
Appropriation
Extra "

20.00

50.00

71.00

Section Sixteen
Appropriation

57.20

58.25

Section 17 & 18.
Appropriations

1

137.80

137.80

Section Nineteen
Appropriations
Old County Road.

44.60

8.50

53.10

Section Twenty
Appropriation

54.40

26.70

Section Twenty One.
Appropriations

54.80

54.80

 2238.17

Claim against Messrs H. A. Lathrop & Co. for repairing
the road bet on the Trowl Factory dam Nov 27, 28 & 29 &
Dec 2. A.D. 1872.

The Selectmen respectfully submit the following report of
their doings and the reasons for their action in the matter.

The attention of the Selectmen were called to the bad condition
of the Trowl Factory dam owned and occupied by Messrs H. A.
Lathrop & Co. on the ninth day of May A.D. 1872. by a written
notice. Stating - "that when the pond is full the water runs
over the dam in two or three places - and that the road is in an
unsafe condition especially at either end, and over the
flumes" - "And I hereby enter a complaint to the Town against
that piece of road." -

The question came up before the Board - Who is under obligation
to keep the said dam in repair for public travel? It was
decided that before any action should be taken in the matter
that the Chairman of the Board should examine and search
the Town and County Records for the evidence of Obligation.

On the records of the town we find the following - At a
legal Meeting of the freeholders and others, Inhabitants of the
Town of Sharon legally assembled and held in the Meeting-
house in said town on Wednesday the thirtieth day of
September A.D. 1809. The third article in the warrant.

for calling the meeting reads as follows.

To see if the Town will give Joseph Hewins Jr the privilege of building a dam in the road across the brook near Samuel Hewins on his own expense. he to keep said road in repair twenty feet wide suitable for teams and carriages to pass at all times - and support all the extra bridges - the privilege to extend to him and his heirs and assigns -

Voted to give Joseph Hewins Jr leave to build a dam in the road across the brook near Samuel Hewins - he the said Hewins to keep the said dam in repair passable for teams twenty feet wide - and build all bridges and support all bridges except the wasteway bridge - and he the said Hewins to raise the water on the remainder part of said road above said dam - the privilege to extend to him his heirs and assigns forever.

The records of Norfolk County show that Joseph Hewins Jr sold and conveyed to sundry individuals by separate deeds in one eighth and one quarter interest to the dam aforesaid and water privilege and right to improve subject to the conditions voted by the town of Sharon in 1809. Darius Lathrop - Gilbert Lathrop and Philip Curtis. . . and that Philip Curtis Darius Lathrop and Gilbert Lathrop on the 15 day of October 1825. conveyed the same by deed to Joseph W. Revere - and one of the conditions of that deed was - "The said Revere to keep said road in repair according to a vote of the town

of Sharon passed in the year 1809." Vol 76. page 121.

In a deed we find this same property conveyed with other property by Joseph W. Revere to Franklin Bisbee July 5. 1852. Extract from deed - "Subject to the conditions that said Bisbee his heirs and assigns are to keep the road in repair connected with the second of said tracts of land above mentioned according to the provisions of a vote of the Town of Sharon passed in the year 1809. and upon the further expressed condition - that if the said Revere his executors or administrators shall be compelled to keep said road herein before mentioned in repair - then upon the happening of either of those events - It shall and may be lawful for said Revere his executors, administrators or his heirs or assigns to enter upon all the lands hereby conveyed and to dispossess the said Bisbee his heirs or assigns thereof and to hold possession thereof until the said sum or sum of rent and cost expended in repairs and all interest cost and expenses reasonably and necessarily incurred thereon are refunded and paid -- Vol. 211. page 778.

January 23. AD 1854. The Selectmen of Sharon made an agreement with Franklin Bisbee to pay him three hundred and forty five dollars and ninety cents. in consideration of his building a stone bridge across the wasteway and widening the dam and other labor and material found &c

see Contract - Town Records Vol 3. page 420.

We find that Bisbee failed - The records of the County Vol. 239. page 237. are as follows - "Francis Hilliard esq. Commissioner of Insolvency to Walter H. Hudson Counsellor at Law duly appointed assignee of the estate of Franklin Bisbee and Insolvent Debtor &c." "Know all men by these presents that I the said Commissioner of Insolvency by virtue of the authority vested in me by a Statute of the Commonwealth. entitled an act &c To have and to hold in trust &c March 9. 1855-

Vol. 242. page 128. Deed from Walter H. Hudson of Boston Assignee as above to Henry F. Blodget and others for 2800.00 They being the highest bidders Nov. 1. 1855. same incumbrances as in deed from Revue to Bisbee July 5. 1852.

Vol. 264. page 286. Henry F. Blodget and others conveyed the ^{sig} premises by deed February. 20. 1858. to H. A. Lathrop & Co. Extract from Deed - And the premises are conveyed subject to all stipulations. conditions and limitations contained in said deed from Joseph W. Revue to Bisbee -

After Bisbee purchased the premises of Revue in 1852. he the said Bisbee mortgaged the premises to L. W. Revue the same day. July 5. 1852. for \$6500.00 Vol 211 page 9.

March 11 1858 Joseph W. Revue sold and transferred his

claim against Franklin Bisbee's estate to Cyrus Lathrop for
 $2205 \frac{50}{100}$. Vol 263. page 288.

On the next day March 12th. 1858. Cyrus Lathrop foreclosed
 and took possession - Claiming that the 6th & 7th notes described
 in the within or annexed mortgage indorsed to him were due
 and unpaid since January 1st. 1856. A.D. Bacon and
 Horace A. Lathrop witnesses Testifying under oath that they
 left the said Cyrus Lathrop in the unopposed and peaceable
 possession of the lands and premises -

July. 9. 1858. Cyrus Lathrop conveyed to H. A. Lathrop ~~et al~~
 Jonathan R. Packard. his right and title in ~~and to~~ the said
 property. to them Copartners under the style and firm of H. A.
 Lathrop & Co. the said H. A. Lathrop owning two shares and
 Jonathan R. Packard one share in said Copartnership - for the
 sum of $\$2238. \frac{02}{100}$ the receipt is hereby acknowledged - do
 hereby sell. assign. transfer. set over and convey unto the said
 Horace A. and Jonathan R. their heirs and assigns - said mort-
 gage deed. the real estate hereby conveyed and the promissory
 notes. debts and claims thereby secured and the covenants
 therein contained - To have and to hold &c. subject nevertheless
 to the conditions therein contained and to redemption according
 to law."

It came to the conclusion that the owners were responsible
 for the keeping of the dam in repair for public travel - And

if they did not do so after being notified - it would be a breach of contract - and it was our duty to notify the owners to put the same in repair to ensure the safety of the travelling public and if they refused or neglected to do it after being duly notified, to proceed and do the same at their expense.

The surveyor of highways section 6. reports over his signature of his doings up to May 15. 1872. He says - "I wish to call your attention to the condition of the dam at H.A. Lottrop & Co. Travel Shop" - "the said dam is very much out of repair so far as it relates to the safety of the public travel - the water has run over the dam at each end and washed away the road bed making it unsafe there are rocks that have been placed in the building of the dam - projecting into the roadway to the height of twelve ~~inches~~ to eighteen inches. Said dam needs graveling -"

The Surveyor was directed by the Selectmen at the time he handed in his report, to notify the said H.A. Lottrop & Co. of the condition of the road over the dam and have them remedy the defect.

Under July 1st 1872. The Surveyor reports verbally that he has called H.A. Lottrop & Co. attention to the condition of the dam and that the town expected them to put it in repair. And that they deny that they are under any obligation what-

ever to keep the dam in repair for travel.

The Board instruct their Chairman to notify H. A. Lathrop of the condition of the dam and that the town expects them to keep it in repair.

July 10. 1872. The Chairman met H. A. Lathrop and asked him if Mr Hixson Surveyor of Section 10, had called their attention to the condition of the road over the Trowl Factory dam, and that the town expected the owners to keep it in repair for public travel? He admitted that Mr Hixson had notified him and said the owners had nothing to do about it - as it belonged to the town to do. Asked him on what he based his authority for saying it belonged to the town to do?

By a vote of the Town whereby they relieved the owners from all obligations - was his reply - He stated that it was by a vote of the town in September 1809, that we claimed that the owners were under obligations to keep the dam in repair for public travel - and the selectmen expected the owners to fulfill their obligations - Asked him when the town passed the vote he referred to, as we had been unable to find such an one? He said he had never seen it and did not know when it was passed - but understood it was so. - We quoted to him the vote of the town and extract from the deeds of conveyance as above reported down to their own - that he might know that we were conversant with the matter -

He remarked that it was no intention of the Town to ask them to do anything out what their titles obligated them - and their deeds would convince them by referring to them - He denied that their deeds obligated them in the matter.

The result of this interview was reported to the Board at their next meeting - And that the matter might not pass from their minds - we addressed to them the following note.

Sharon July 10.th 1872.

A. A. Lathrop & Co

Gentlemen - In regard to keeping the Towel Factory dam in repair for public travel - we refer you to the Town Records of September 30 1809. Also Norfolk Records Vol 76 page 121. Philip Curtis v others to Joseph W. Revere Octo 25 1825. Joseph W. Revere to Franklin Biebee July 5 1852 Vol 211 pages 7 & 8. Henry T. Blodget v others to A. A. Lathrop & Co. February 20 1858. You can satisfy yourself at once who is under obligations to keep it in repair for public travel - and that the Town has good authority for calling your attention to its condition.

Yours Truly, William R Mann Chairman
Board of Selectmen of Sharon.

All of which he acknowledged by returning it with an uncourteous reply -

August 30. The Surveyor reported in person at the meeting

of the Board. and complained of the condition of the dam. at the Trowel Factory. and reported the water running across the road on the east end of the dam. and the water not at its flood.

Septem 11th At a meeting of the Board. the question came up. Shall we send a formal notice on H.A. Lothrop & Co. to put their dam in order for public travel. - We had waited thinking they might after due reflection think more favorable of the matter and save any further action.

On motion it was voted to defer action with H.A. Lothrop & Co. on putting their Trowel Factory Dam in order until September 19. One of the Board in the mean time agreeing to see the said Lothrop & Co. and try to come to some definite understanding with them about it.

September 19th At the next Annual Meeting it was reported. "Failed to agree" Voted to send them the following notice.

Sharon Massachusetts. Septem 19 AD 1872. H.A. Lothrop & Co. Gentlemen - Having called your attention sometime ago to the condition of the road over the Trowel Factory dam.

We now hereby notify you to put the road over said dam in condition to ensure the safe passing of the public on or before the fifth day of October next. Otherwise ^{at} the expiration of that time the town will put the same in condition at your expense.

Yours Respectfully.

William R Mann } Selectmen
 Esrom Morse }
 Charles L. Howard } of
 Sharon.

At the meeting of the Board held Nov 21. 1872.

Voted to proceed at once to arrange for and repair the said road bed on the Frowel Factory Dam. by raising the same twelve inches and twenty feet wide at the expense of H. A. Lathrop & Co. agreeable to the conditions of their title deed.

It having been stated by a member of the Board. that Mr. H. J. Billings was at work in the vicinity and would do this work for fifty cents per cubic yard. Voted that H.

J. Billings be employed to put the said road bed in condition at a sum not to exceed one hundred and fifty dollars. -

Voted that the Chairman be and is hereby authorized to carry the above votes into effect. and have the road at the west end of said Frowel Factory Dam put in order to correspond with the work done dam

The work was commenced on the said dam on the morning of Nov. 27. under the personal direction of the Chairman. by taking earth from the hill above Leonard's

saw-mill. arrangements having been made with him sometime previous. but not till we had prospected for better material and could find none available.

The 28th. next day. we found it would be impossible to repair over an old unused flume between the wasteway bridge and the flume now in use - the covering under the earth being in such decayed condition that the horses broke through in crossing leaving holes beyond the depth of a man's arm.

We were informed by parties who were conversant with the premises. that holes on the old flume were of common occurrence. and if ~~the evidence~~ occasion requires we have the evidence at hand. We therefore caused the old covering to be removed and renewed by double planking of two inches Chestnut to the width of twenty feet. We did not think it advisable to fill with earth because the dam could not be made tight - as the water would follow the old planking through and cost the owners an extra expense of re-digging to make it tight. The work was accomplished Dec 2. 1872.

Decem 3.^d the amount of earth used in repairing the dam was measured by us. showing two hundred and twenty three and eight ninths cubic yards at 50 cents a cost of one hundred and eleven dollars and ninety five cents. (\$111.⁹⁵/₁₀₀) Six hundred and eight feet of Chestnut Plank at \$30. per M. at a cost of Eighteen dollars and twenty four cents. (\$18.²⁴/₁₀₀)

Extra labor digging up old covering - carting plank and laying the same. eleven dollars and fifty cents (\$11.⁵⁰)
 Making a total of One hundred and forty one dollars and sixty nine cents. \$141.⁶⁹/₁₀₀ -

January 20th. The Selectmen voted to direct the Town Treasurer to present the bill of repairs as above stated to H.A. Lathrop Co. - and directions were sent the same day - To present for payment at their earliest convenience -

William R. Mann. } Selectmen
 Esrom Morse. }
 Charles F. Howard. } Sharon.

